

Amendment 242

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 242 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 29th day of April, 2013, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to make changes to Sound Transit's (ST) firewall and other network equipment in order to allow the Wireless Portable Customer Service Terminal (WPCST) to operate. This work is more fully described in Change Request CR-072867 *ST ORCA Firewall Changes for WPCST v.3.0*

- B. The Parties agree that the Work necessary to make the ST firewall change will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform the work necessary to change the ST firewall by adding a network to the ST VPN connections to the Contractor's Production and Disaster Recovery (DR) sites to support the new device known as the WPCST. Such work will include the following:

- 1.1 The Contractor will provide five (5) hours of labor by a qualified Technical Engineer to perform the following:

- (a) Plan and schedule the work with Internap
- (b) Participate in a call with an ST Network Administrator to coordinate the firewall change and add the requested networks to the VPN configuration on both sides
- (c) Test and verify that the VPN connections between ST and the Contractor's Production and DR sites are up and allowing device communications

- 1.2 The Contractor will utilize the below WPCST addresses to make the changes described in Task 1.1 above:

(a) WPCST #1:

- i. IP Address: 10.200.58.2
- ii. Subnet Mask: 255.255.255.252
- iii. Gateway IP: 10.200.58.1 (CradlePoint1)

(b) WPCST #2

- i. IP Address: 10.200.58.6
- ii. Subnet Mask: 255.255.255.252
- iii. Gateway IP: 10.200.58.5 (CradlePoint2)

Section 2.0 Schedule:

2.1 The work described in Section 1.0 will be completed no later than April 23, 2013.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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The Contractor will perform the work necessary to make changes to the ST firewall to support its new WPCST's.	
TOTAL	\$532

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and forty-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 4/29/13

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: April 29, 2013